



## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

### REGION 6

1445 Ross Avenue, Suite 1200

Dallas, Texas 75202-2733

### CONSENT FOR ACCESS TO PROPERTY

NAME OF OWNER OF RECORD: Lazarus Texas Refinery I, LLC

ADDRESS: See attached deeds

I hereby consent to officers, employees, and authorized representatives of the United States Environmental Protection Agency (EPA), entering and having access to the above described property for the following purpose:

1. The taking of surface and subsurface soil, sediments, water, and air samples;
2. Installation, surveying, periodic sampling, testing, and maintenance of ground water wells;
3. Other investigative actions at the property as may be necessary to determine nature, extent and potential threat to human health and the environment.

EPA will determine when the wells and equipment installed by its contractor have fulfilled their purpose in the site activities. Once EPA determines the wells have fulfilled their purpose, they will be properly closed. Once EPA determines equipment has fulfilled its purpose, it will be removed. The areas around such wells and equipment will be returned to its condition prior to their installation, with the exception of normal wear and tear.

The information generated from this investigation will be provided when available. EPA will provide the property owner with a copy of the validated sampling data it receives from its contractor.

To conduct this work, the EPA has procured a contract with EA Engineering, Science, and Technology Inc. (EA). EA will establish notification procedures with the property owner and will notify the property owner in accordance with these procedures prior to accessing the property. EA has obtained and will maintain insurance as described below, which is in compliance with EA's contract with the EPA.

- a) General liability insurance, including operations and products liability, and contractual liability, all with a minimum combined single limit of \$1,000,000 each occurrence and an aggregate limit of \$2,000,000 for bodily injury and property damage, including personal injury, and,
- b) Comprehensive automobile liability insurance covering all owned, hired, and otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 for bodily injury and property damage, and,

- c) Professional Liability Insurance on a claims made basis with minimum limits of \$1,000,000 each occurrence, and,
- d) Worker's Compensation insurance as required by law, covering all states of operation, and Employer's liability insurance with a minimum limit of \$1,000,000.

EA will add the property owner as an additional insured party to EA's insurance policy.

I realize that these actions are taken pursuant to EPA response and enforcement responsibilities under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (CERCLA), 42 U.S.C. §§ 9601 et seq.

I am an individual having the authority and/or the authorization of the property's owner of record to make this access agreement. This written permission is given by me voluntarily with the full knowledge of my right to refuse and without threats or promises of any kind. The access period is limited to three years and six months from the date of the signature below. I understand that the access period will be immediately extended, if EPA provides written notification of such required extension, by the additional months specified in the notification.

June 25, 2013

Date



Signature

Director

Title

713-850-0513

Phone Number



5 PGS

615662

DEED

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.**

SPECIAL WARRANTY DEED AND BILL OF SALE

THE STATE OF TEXAS           §  
  §           KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SAN PATRICIO   §

THAT Norcorom Industries SRL, registration number J40/28770/1994 (herein called "Grantor"), for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by Lazarus Texas Refinery I, LLC, a Delaware limited liability company authorized to transact business in the State of Texas (herein called "Grantee"), whose mailing address is 801 Travis, Suite 2100, Houston, Texas 77002, the receipt and sufficient of which is hereby acknowledged and confessed, by these presents does hereby GRANT, SELL, and CONVEY unto Grantee the following described property located in San Patricio County, Texas, together with all improvements and fixtures situated on, attached or located on said property, to wit:

Barge Dock

The surface only of the certain 14.24 acres of land, more or less, situated in San Patricio County, Texas, and described by metes and bounds in the Exhibit "A," attached hereto and made a part hereof for all purposes (the "Barge Dock"), together with all improvements located thereon, and all and singular the rights and appurtenances pertaining to the Barge Dock.

AS IS And WHERE IS

Grantee, also by the recording of this Special Warranty Deed And Bill Of Sale, further acknowledges and agrees that the Property is USED, and that Grantee takes the same "AS IS," "WHERE IS," and "WITH ALL FAULTS."

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind



itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantee, but not otherwise.

Ad valorem taxes for the current year have been prorated to the date hereof, and Grantee assumes the payment thereof.

EXECUTED the 29 day of February, 2012.

GRANTOR:

NORCOROM INDUSTRIES SRL

By: Nelu Marius Velicescu  
Nelu Marius Velicescu,  
President, Sole Shareholder and Director

THE STATE OF TEXAS     §  
                                      §  
COUNTY OF HARRIS     §

This instrument was acknowledged before me on the 29<sup>th</sup> day of February, 2012, by Nelu Marius Velicescu, President, Sole Shareholder and Director of Norcorom Industries SRL, a Romanian corporation, on behalf of said corporation and in the capacity therein stated.



Susan Jane Haywood  
Notary Public In And For  
The State Of TEXAS

After Recording Please Return To:  
Jonathan Carroll  
801 Travis, Suite 2100  
Houston, Texas 77002

**EXHIBIT "A" TO  
SPECIAL WARRANTY DEED AND BILL OF SALE  
BETWEEN  
NORCOROM INDUSTRIES, S.R.L ("GRANTOR")  
AND  
LAZARUS TEXAS REFINERY I, LLC ("GRANTEE")**

FIELDNOTES for a 14.24 acre tract of land being all of Lot 1, Bay Block B, the West 509.29 feet of Lot 2, Bay Block 8, the South 130 feet of Lot 4, Bay Block 7, a portion of Ocean Drive and a tract of land between the East boundary of Ocean Drive and Redfish Bay, all as shown on the Burton & Danforth Subdivision map as recorded in Volume 1, Page 3, Plat Records of Aransas County, Texas and a certified copy of such map is recorded in Volume 152, Page 1 of the San Patricio County, Texas Deed Records;

BEGINNING at a 1/2 inch iron rod found (marked R.P.L.S. 1523) at the West corner of said Lot 2 on the Southeast right-of-way line of Bay Avenue (60 foot wide right-of-way with variable width caliche surface) for the West corner of this survey;

THENCE North 34° 37' 00" East, along said Southeast right-of-way line, at 330.00 feet pass a 1/2 inch iron rod found (marked R.P.L.S. 1523) at the North corner of said Lot 2 and the West corner of said Lot 1, in all a distance of 640.00 feet to a 1/2 inch iron rod found (marked R.P.L.S. 1523) on the Southwest right-of-way line of Sun Ray Road (40 foot wide right-of-way with 22 foot wide asphalt surface) for the North corner of said Lot 1 and a corner of this survey;

THENCE South 55° 30' 35" East along said Southwest right-of-way line at 901.00 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West 2.0 feet, in all a distance of 913.24 feet to the West right-of-way line of Ocean Drive for the East corner of said Lot 1 and inside corner of this survey;

THENCE North 16° 32' 55" East, along the West right-of-way line of Ocean Drive (80 foot wide right-of-way unimproved) 42.04 feet across Sun Ray Road to a 5/8 inch iron rod found at the South corner of Lot 4, Block 7 for an inside corner of this survey;

THENCE North 55° 30' 35" West along the Northeast right-of-way line of Sun Ray Road, at 13.46 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West 2.0 feet in all a distance of 900.19 feet to a 1/2 inch iron rod found (marked R.P.L.S. 1523) at the West corner of said Lot 4 on the Southeast right-of-way line of Bay Avenue, for a corner of this survey;

THENCE North 34° 37' 00" East along said Southeast right-of-way line 130.00 feet to a 3/4 inch iron rod with flattened top found for the North corner of this survey;

THENCE South 55° 30' 35" East, parallel to the Northeast right-of-way line of Sun Ray Road and 130 feet distant therefrom measured at right angles thereto, at 840.41 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West, 1.85 feet at 857.83 feet cross the West right-of-way line of Ocean Drive, at 861.02 feet pass a 5/8 inch iron rod in concrete found, at 941.92 feet cross the East right-of-way line of Ocean Drive in all a distance of 1,038.69 feet to the shoreline of Red Fish Bay;

THENCE along the shoreline of Red Fish Bay, South 20° 50' 26" West at 1.81 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears North 69° 09' 34" West 2.24 feet, in all a distance of 89.75 feet to an angle point in said shoreline;

THENCE continuing along said shoreline South 00° 40' 20" West 80.69 feet and thence South 13° 50' 36" East 48.81 feet to the beginning of a concrete bulkhead;

THENCE along the outside face of said concrete bulkhead as follows:

South 73° 37' 00" East 15.96 feet;  
South 20° 16' 30" West 29.72 feet;  
North 71° 29' 02" West 48.32 feet;  
South 18° 17' 15" West 78.59 feet;  
South 71° 03' 51" East 53.00 feet and South 18° 42' 11" West 193.54 feet to the end of said concrete bulkhead;

THENCE continuing with the shoreline of Red Fish Bay as follows:

South 40° 43' 53" West 74.95 feet;  
South 50° 50' 46" West 42.44 feet;  
South 11° 18' 15" West 141.77 feet and South 24° 58' 51" West 93.85 feet to a point on the Southeasterly extension of the common boundary of Lots 2 and 3 Bay Block 8 for the South corner of this survey;

THENCE with a wire fence along said Southeasterly extension, North 55° 30' 35" West at 82.04 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West 2.69 in all a distance of 132.15 feet to the centerline of Ocean Drive for a corner of this survey, from which corner a 2 inch iron pipe found on the West right-of-way line of Ocean Drive bears North 55° 30' 35" West 42.04 feet and thence South 16° 32' 55" West 1.47 feet;

THENCE with the centerline of Ocean Drive North 16° 32' 55" East, 346.87 feet to a point on the Southeasterly extension of the common boundary of Lots 1 and 2, Bay Block 8, for an inside corner of this survey;

THENCE along last mentioned Southeasterly extension North 55° 30' 35" West 42.04 feet to the South corner of said Lot 1 and the East corner of said Lot 2, on the West right-of-way line of Ocean Drive;

THENCE North 55° 30' 35" West along the common boundary of said Lots 1 and 2 at 2.64 feet, a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West 2.77 feet in all a distance of 505.01 feet for an inside corner of this survey;

THENCE South 34° 37' 00" West at 1.12 feet pass a 1/2 inch iron rod found (marked R.P.L.S. 1523) in all a distance of 330.0 feet to a wire fence on the common boundary of said Lots 2 and 3, Bay Block 8 for a corner of this survey, from which corner a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 37' 00" West 1.12 feet;

THENCE North 55° 30' 35" West with said wire fence on the common boundary of said Lots 2 and 3, 509.29 feet to the POINT OF BEGINNING, save and except 2.5 acres conveyed from National Oil Recovery Corporation to Pi Energy Corporation, by Special Warranty Deed, dated August 17, 1998, to which Special Warranty Deed reference is hereby made for a description of said 2.5 acres of land.

**FILED AND RECORDED**  
**OFFICIAL PUBLIC RECORDS**

*Gracie Alaniz-Gonzales*

Gracie Alaniz-Gonzales, County Clerk  
San Patricio Texas



March 02, 2012 10:19:00 AM

FEE: \$28.00  
DEED

615662





14 PGS  
DEED

615663

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR DRIVER'S LICENSE NUMBER.**

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS       §  
                                  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF SAN PATRICIO   §

THAT National Oil Recovery Corporation, a Delaware corporation authorized to transact business in the State of Texas (herein called "Grantor"), for and in consideration of Ten And No/100 Dollars (\$10.00) and other good and valuable consideration in hand by Lazarus Texas Refinery I, LLC, a Delaware limited liability company authorized to transact business in the State of Texas (herein called "Grantee"), whose mailing address is 801 Travis, Suite 2100, Houston, Texas 77002, the receipt and sufficiency of which is hereby acknowledged and confessed, and in further consideration of the execution and delivery by Grantee of that certain Installment Real Estate Lien Note of even date herewith, in the original principal sum provided in said Installment Real Estate Lien Note, bearing interest at the rate stipulated therein, payable to the order of Grantor, as therein provided, the payment of which Installment Promissory Note is secured by the vendor's lien and superior title hereinafter reserved and retained, and is additionally secured by liens and security interests created and provided for in the certain Deed Of Trust And Security Agreement of even date herewith from Grantee to Richard F. Bergner, Trustee, conveying unto said Trustee the hereinafter described property, by these presents does hereby GRANT, SELL, and CONVEY unto Grantee, subject to the assumption of liabilities, exceptions and reservations herein contained, the following described property located in San Patricio County, Texas, together with all improvements and fixtures situated on, attached or located on said property, to wit:

*Handwritten initials/signature*



Refinery Land

The surface only of the certain 87.258 acres of land, more or less, situated in San Patricio County, Texas, and described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all purposes (the "Refinery Land"), together with all improvements located thereon, including, but not limited to, eight (8) storage tanks with a total capacity of 685,000 barrels of storage, and all and singular the rights and appurtenances pertaining to the Refinery Land, including, but not limited to, all of Grantor's rights, titles and interests, if any, in and to all adjacent easements, streets, alleys, rights-of-way, rights of ingress and egress, strips and gores.

Refinery Equipment

In addition to the improvements located on the Refinery Land, all of the personal property, fixtures and/or equipment described in Exhibit "B," attached hereto and made a part hereof for all purposes (the "Refinery Equipment")

Barge Dock

The surface only of the certain 14.24 acres of land, more or less, situated in San Patricio County, Texas, and described by metes and bounds in the Exhibit "C," attached hereto and made a part hereof for all purposes (the "Barge Dock"), together with all improvements located thereon, and all and singular the rights and appurtenances pertaining to the Barge Dock.

Pipeline And Equipment

All pipes, pipelines, valves, metering equipment, pumps, if any, in, on, under or through (i) the Refinery Land, (ii) the Refinery Equipment, and (iii) the Barge Dock (the "Pipelines And Equipment").

The foregoing described Refinery Land, Refinery Equipment, Barge Dock, and Pipeline And Equipment are herein collectively called the "Property."

Assumption Of Obligations

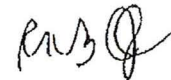
Grantee acknowledges that the Property is also known as the "Falcon Refinery" and has been designated by the Environmental Protection Agency ("EPA") as a Superfund Site, and is subject to remediation and clean-up in connection with two (2) Administrative Orders On Consent with the EPA relative to the Property, they being (a) Administrative Order On Consent For Removal Action, U.S. EPA Region 6, CERCLA Docket No. 06-04-04, dated June 9, 2004, and (b) Administrative Order On Consent For Remedial Investigation And Feasibility Study, U.S. EPA Region 6, CERCLA Docket No. 06-05-04, dated

June 9, 2004 (collectively, referred to herein as the "AOC's"), as well as an Agreed Order for resumption of Removal Work, dated May 2, 2011 and an Agreed Order for resumption of Remedial Investigation and Feasibility Study, dated September 26, 2011 (collectively, the "Agreed Orders"). In addition, Grantee acknowledges it is aware that Grantor has received from the EPA a Notice Of Deficiencies, dated October 26, 2011, relative to the RI/FS Agreed Order and since then the EPA has taken over the work contemplated by the RI/FS Agreed Order and related AOC's.

As part of the consideration for the conveyance of the Property to Grantee, Grantee expressly agrees to assume and be solely responsible for the performance of all of Grantor's remaining obligations in, to and under the AOC's and the Agreed Orders, with the same legal force and effect as if Grantee were the original signatory to the AOC's and the Agreed Orders.

AS IS And WHERE IS


GRANTOR HAS EXECUTED AND DELIVERED THIS DEED AND HAS GRANTED, BARGAINED, SOLD AND CONVEYED THE PROPERTY, AND GRANTEE HAS ACCEPTED THIS DEED AND HAS PURCHASED THE PROPERTY, AS IS, WHERE IS, AND WITH ALL FAULTS, IF ANY, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF GRANTOR AND GRANTEE TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO (A) THE CONDITION OF THE PROPERTY OR ANY ELEMENT THEREOF, INCLUDING, WITHOUT LIMITATION, WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) THE NATURE OR QUALITY OR CONSTRUCTION, STRUCTURAL DESIGN OR ENGINEERING OF THE

A handwritten signature in dark ink, appearing to be 'RUB' followed by a stylized flourish.

IMPROVEMENTS; (C) THE QUALITY OF THE LABOR AND MATERIALS INCLUDED IN THE IMPROVEMENTS, (D) THE SOIL CONDITIONS, DRAINAGE OR OTHER CONDITIONS EXISTING AT THE PROPERTY WITH RESPECT TO ANY PARTICULAR PURPOSE OR BY ANY DESCRIPTION OF THE PROPERTY; (E) ALL WARRANTIES CREATED BY AN AFFIRMATION OF FACT OR PROMISE OR BY ANY DESCRIPTION OF THE PROPERTY; (F) THE PRESENCE ON THE PROPERTY OR RELEASED FROM THE PROPERTY OR SURROUNDING AREAS, OF ANY HAZARDOUS SUBSTANCES, SOLID TOXIC CHEMICALS OR OTHER MATERIALS; AND (G) ALL OTHER WARRANTIES AND REPRESENTATIONS WHATSOEVER, EXCEPT THE WARRANTY OF TITLE EXPRESSLY SET FORTH HEREIN.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor only, but not otherwise.

This conveyance, including the above warranty is, however, made subject to the AOC's, the Agreed Orders and the Permitted Encumbrances described in Exhibit "D," attached hereto and made a part hereof, but only to the extent that any of the foregoing are shown of record in the office of the County Clerk of San Patricio County, Texas and are still in effect with respect to the Property, as well as that certain Lease Agreement, dated January 16, 2006, by and between Grantor and Superior Crude Gathering, Inc. and all amendments and supplements thereto.

A handwritten signature in black ink, appearing to be 'J. Franco' or similar, located in the lower right quadrant of the page.



It is expressly agreed that a vendor's lien, as well as superior title in and to the Property, is reserved and retained against the Property until the above described Installment Real Estate Lien Note is fully paid according to the face, tenor, effect and reading thereof when this Deed shall become absolute.

Ad valorem taxes for the current year have been prorated to the date hereof, and Grantee assumes the payment thereof.

EXECUTED the 29<sup>th</sup> day of February, 2012.

GRANTOR:

NATIONAL OIL RECOVERY CORPORATION

By: [Signature], Attorney  
in fact

GRANTEE:

LAZARUS TEXAS REFINERY I, LLC

By: [Signature]  
Jonathan Carroll, Director

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

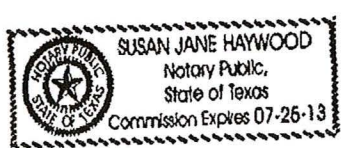
This instrument was acknowledged before me on the 29<sup>th</sup> day of February, 2012, by Richard A. Birge on behalf of National Oil Recovery Corporation and in the capacity stated.



Susan Jane Haywood  
Notary Public In And For  
The State Of TEXAS

THE STATE OF TEXAS §  
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 29th day of February, 2012, by Jonathan Carroll, a Director of Lazarus Texas Refinery I, LLC, a Delaware limited liability company authorized to transact business in the State of Texas, on behalf of said limited liability company and in the capacity therein stated.



Susan Jane Haywood  
Notary Public In And For  
The State Of TEXAS

**EXHIBIT "A" TO  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
FROM  
NATIONAL OIL RECOVERY CORPORATION ("GRANTOR")  
TO  
LAZARUS TEXAS REFINERY I, LLC ("GRANTEE")**

Tract 1

FIELDNOTE DESCRIPTION of a portion of Lots 4 and 5, Block O, Burton and Danforth Subdivision, as shown by map recorded in Volume 152, Page 1, Deed Records, San Patricio County, Texas, described as follows:

COMMENCING at the southeasterly corner of said Lot 4, being at the intersection of the centerline of Farm-to-Market Road 2725 with the centerline of a 40.00 foot public roadway between Blocks N and O of said subdivision;

THENCE, along the centerline of said 40.00 foot roadway and the southerly boundary of said Lot 4, N 55° 23' 00" W, at 50.00 feet past the westerly right-of-way of said Farm-to-Market Road, in all 156.12 feet to the POINT OF BEGINNING of this tract;

THENCE, continuing along said centerline and boundary, N 55° 23' 00" W, 503.88 feet to the southwesterly corner of said Lot 5;

THENCE, along the westerly boundary of said Lot 5, N 34° 37' 00" E, at 20.00 feet past a 5/8 inch iron rod found on the northerly right-of-way of said 40.00 foot roadway, in all 685.00 feet to a brass monument in concrete found;

THENCE, S 55° 23' 00" E, 610.00 feet to a 5/8 inch iron rod set on the westerly right-of-way of said Farm-to-Market Road;

THENCE, along said westerly right-of-way, S 34° 37' 00" W, 501.25 feet to a 5/8 inch iron rod found;

THENCE, N 55° 23' 00" W, 106.12 feet to a 5/8 inch iron rod found;

THENCE, S 34° 37' 00" W, at 163.75 feet past a 5/8 inch iron rod found on the northerly right-of-way of said 40.00 foot roadway, in all 183.75 feet to the POINT OF BEGINNING.

CONTAINING 9.145 acres, more or less, of which 0.231 acre is in road right-of-way.

Tract 2

FIELD NOTE DESCRIPTION in all of Lots 1 and 2, and a portion of Lot 3, Block N, and a portion of Lots 1 and 2, Block M, and all of Lot 4, Block II, and a portion of Lot 4, Block JJ, Burton and Danforth Subdivision, as shown by map recorded in Volume 152, Page 1, Deed Records, San Patricio County, Texas, described as follows:



COMMENCING at the northwesterly corner of said Lot 3, Block N, being at the intersection of the centerline of Farm-to-Market Road 2725 with the centerline of a 40.00 foot roadway between Blocks N and O of said subdivision;

THENCE, along the centerline of said 40.00 foot roadway and the northerly boundary of said Lot 3, S 55° 23' 00" E, 50.00 feet to the easterly right-of-way of said Farm-to-Market Road for the POINT OF BEGINNING of this tract;

THENCE, along said easterly right-of-way, S 34° 37' 00" W, at 20.00 feet past a 5/8 inch iron rod set on the southerly right-of-way of said 40.00 foot roadway, at 1300.00 feet past a 5/8 inch iron rod set on the northerly right-of-way of 40.00 foot roadway between Blocks M and N of said subdivision, in all 1320.00 feet to a 5/8 inch iron rod set on the southerly boundary of said Lot 3, Block N, being on the centerline of said 40.00 foot roadway;

THENCE, along said centerline and southerly boundary, S 55° 23' 00" E, 280.00 feet to a 5/8 inch iron rod set at the southeasterly corner of said Lot 3, Block N, being the northwesterly corner of Lot 2, Block M;

THENCE along the westerly boundary of said Lot 2, S 34° 37' 00" W, at 20.00 feet past the southerly right-of-way of said 40.00 foot roadway, in all 660.00 feet to a 5/8 inch iron rod set;

THENCE, S 55° 23' 00" E, at 630.00 feet past the westerly right-of-way of a 60.00 foot roadway between Blocks M and JJ, at 660.00 feet past the centerline of said roadway and boundary between said Blocks M and JJ, in all 690.00 feet to a 5/8 inch iron rod found on the easterly right-of-way of said 60.00 foot roadway;

THENCE, along said easterly right-of-way, N 34° 37' 00" E, 420.89 feet to a 5/8 inch iron rod found;

THENCE, S 57° 11' 36" E, 219.92 feet to a 5/8 inch iron rod found;

THENCE, N 36° 16' 05" E, 252.27 feet to a 5/8 inch iron rod found on the northerly right-of-way of a 40.00 foot roadway between Blocks JJ and II;

THENCE, along said northerly right-of-way, S 55° 23' 00" E, 72.92 feet to a 5/8 inch iron rod set on the boundary between Lots 3 and 4, Block II;

THENCE, along said boundary, N 34° 37' 00" E, at 1280.00 feet pass a 5/8 inch iron rod set on the southerly right-of-way of a 40.00 foot roadway between Blocks II and HH, in all 1300.00 feet to the centerline of said roadway, being the northeasterly corner of said Lot 3, Block II;

THENCE, along said centerline and the boundary between Blocks II and HH, and the boundary between Blocks N and O, N 55° 23' 00" W, 1270.00 feet to the POINT OF BEGINNING.

CONTAINING 50.113 acres, more or less, of which 4.070 acres is in road right-of-way.

Tract 3

Lots 1, 2, and 3, Block II, Burton and Danforth Subdivision, as shown by map recorded in Volume 152, Page 1, Deed Records, San Patricio County, Texas.

**EXHIBIT "B" TO  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
FROM  
NATIONAL OIL RECOVERY CORPORATION ("GRANTOR")  
TO  
LAZARUS TEXAS REFINERY I, LLC ("GRANTEE")**

1. A 10,000 or 12,000 b/d atmospheric crude distillation unit
2. A 30,000 b/d atmospheric crude distillation unit
3. A 20,000 b/d vacuum distillation unit
4. A 15,000 b/d naphtha stabilizer
5. Tankage consisting of 8 storage tanks, with an eventual total capacity of approximately 685,000 barrels of storage



**EXHIBIT "C" TO  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
FROM  
NATIONAL OIL RECOVERY CORPORATION ("GRANTOR")  
TO  
LAZARUS TEXAS REFINERY I, LLC ("GRANTEE")**

FIELDNOTES for a 14.24 acre tract of land being all of Lot 1, Bay Block B, the West 509.29 feet of Lot 2, Bay Block 8, the South 130 feet of Lot 4, Bay Block 7, a portion of Ocean Drive and a tract of land between the East boundary of Ocean Drive and Redfish Bay, all as shown on the Burton & Danforth Subdivision map as recorded in Volume 1, Page 3, Plat Records of Aransas County, Texas and a certified copy of such map is recorded in Volume 152, Page 1 of the San Patricio County, Texas Deed Records;

BEGINNING at a 1/2 inch iron rod found (marked R.P.L.S. 1523) at the West corner of said Lot 2 on the Southeast right-of-way line of Bay Avenue (60 foot wide right-of-way with variable width caliche surface) for the West corner of this survey;

THENCE North 34° 37' 00" East, along said Southeast right-of-way line, at 330.00 feet pass a 1/2 inch iron rod found (marked R.P.L.S. 1523) at the North corner of said Lot 2 and the West corner of said Lot 1, in all a distance of 640.00 feet to a 1/2 inch iron rod found (marked R.P.L.S. 1523) on the Southwest right-of-way line of Sun Ray Road (40 foot wide right-of-way with 22 foot wide asphalt surface) for the North corner of said Lot 1 and a corner of this survey;

THENCE South 55° 30' 35" East along said Southwest right-of-way line at 901.00 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West 2.0 feet, in all a distance of 913.24 feet to the West right-of-way line of Ocean Drive for the East corner of said Lot 1 and inside corner of this survey;

THENCE North 16° 32' 55" East, along the West right-of-way line of Ocean Drive (80 foot wide right-of-way unimproved) 42.04 feet across Sun Ray Road to a 5/8 inch iron rod found at the South corner of Lot 4, Block 7 for an inside corner of this survey;

THENCE North 55° 30' 35" West along the Northeast right-of-way line of Sun Ray Road, at 13.46 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West 2.0 feet in all a distance of 900.19 feet to a 1/2 inch iron rod found (marked R.P.L.S. 1523) at the West corner of said Lot 4 on the Southeast right-of-way line of Bay Avenue, for a corner of this survey;

THENCE North 34° 37' 00" East along said Southeast right-of-way line 130.00 feet to a 3/4 inch iron rod with flattened top found for the North corner of this survey;

THENCE South 55° 30' 35" East, parallel to the Northeast right-of-way line of Sun Ray Road and 130 feet distant therefrom measured at right angles thereto, at 840.41 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West, 1.85 feet at 857.83 feet cross the West right-of-way line of Ocean Drive, at 861.02 feet pass a 5/8 inch iron rod in concrete found, at 941.92 feet cross the East right-of-way line of Ocean Drive in all a distance of 1,038.69 feet to the shoreline of Red Fish Bay;

THENCE along the shoreline of Red Fish Bay, South 20° 50' 26" West at 1.81 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears North 69° 09' 34" West 2.24 feet, in all a distance of 89.75 feet to an angle point in said shoreline;

THENCE continuing along said shoreline South 00° 40' 20" West 80.69 feet and thence South 13° 50' 36" East 48.81 feet to the beginning of a concrete bulkhead;

THENCE along the outside face of said concrete bulkhead as follows:

South 73° 37' 00" East 15.96 feet;  
South 20° 16' 30" West 29.72 feet;  
North 71° 29' 02" West 48.32 feet;  
South 18° 17' 15" West 78.59 feet;  
South 71° 03' 51" East 53.00 feet and South 18° 42' 11" West 193.54 feet to the end of said concrete bulkhead;

THENCE continuing with the shoreline of Red Fish Bay as follows:

South 40° 43' 53" West 74.95 feet;  
South 50° 50' 46" West 42.44 feet;  
South 11° 18' 15" West 141.77 feet and South 24° 58' 51" West 93.85 feet to a point on the Southeasterly extension of the common boundary of Lots 2 and 3 Bay Block 8 for the South corner of this survey;

THENCE with a wire fence along said Southeasterly extension, North 55° 30' 35" West at 82.04 feet a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West 2.69 in all a distance of 132.15 feet to the centerline of Ocean Drive for a corner of this survey, from which corner a 2 inch iron pipe found on the West right-of-way line of Ocean Drive bears North 55° 30' 35" West 42.04 feet and thence South 16° 32' 55" West 1.47 feet;

THENCE with the centerline of Ocean Drive North 16° 32' 55" East, 346.87 feet to a point on the Southeasterly extension of the common boundary of Lots 1 and 2, Bay Block 8, for an inside corner of this survey;

THENCE along last mentioned Southeasterly extension North 55° 30' 35" West 42.04 feet to the South corner of said Lot 1 and the East corner of said Lot 2, on the West right-of-way line of Ocean Drive;

THENCE North 55° 30' 35" West along the common boundary of said Lots 1 and 2 at 2.64 feet, a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 29' 25" West 2.77 feet in all a distance of 505.01 feet for an inside corner of this survey;

THENCE South 34° 37' 00" West at 1.12 feet pass a 1/2 inch iron rod found (marked R.P.L.S. 1523) in all a distance of 330.0 feet to a wire fence on the common boundary of said Lots 2 and 3, Bay Block 8 for a corner of this survey, from which corner a 1/2 inch iron rod found (marked R.P.L.S. 1523) bears South 34° 37' 00" West 1.12 feet;

THENCE North 55° 30' 35" West with said wire fence on the common boundary of said Lots 2 and 3, 509.29 feet to the POINT OF BEGINNING, save and except 2.5 acres conveyed from National Oil Recovery Corporation to Pi Energy Corporation, by Special Warranty Deed, dated August 17, 1998, to which Special Warranty Deed reference is hereby made for a description of said 2.5 acres of land.

**EXHIBIT "D" TO  
SPECIAL WARRANTY DEED WITH VENDOR'S LIEN  
FROM  
NATIONAL OIL RECOVERY CORPORATION ("GRANTOR")  
TO  
LAZARUS TEXAS REFINERY I, LLC ("GRANTEE")**

**Permitted Encumbrances  
Tracts 1, 2 & 3**

1. Rights of mineral estate owners and to the rights of those that hold under them;
2. Easement, dated April 19, 1978, from Uni Oil, Inc. to Central Power and Light Company, recorded in Volume 886, Page 89, Deed Records, San Patricio County, Texas;
3. Road rights-of-way as shown on the Burton & Danforth Subdivision Map recorded in Volume 152, Page 1, Deed Records, San Patricio County, Texas;
4. Easement, dated February 8, 1979, from Uni Oil Co. to Central Power and Light Company, recorded in Volume 807, Page 299, Deed Records, San Patricio County, Texas;
5. Agreement, dated February 2, 1965, from Brashear-Irwin Industries, Inc. to T.L. Bishop, recorded in Volume 311, Page 124, Deed Records, San Patricio County, Texas;
6. Term and conditions of reservation of fee title to one certain fresh water line along with easement relative thereto as set out in Deed, dated June 22, 1968, from Brashear Industries, Inc. to L.V. Elliott, Trustee, recorded in Volume 372, Page 161, Deed Records, San Patricio County, Texas;
7. Assignment Of Covenant to extend channel, dated October 25, 1977, from Mark P. Banjavich, et al, to T. Michael Hajecate, et al, recorded in Volume 567, Page 469, Deed Records, San Patricio County, Texas;
8. Right-of-Way, dated July 15, 1952, from Conn Brown to United Gas Pipe Line Company, recorded in Volume 176, Page 485, Deed Records, San Patricio County, Texas;
9. Right-of-Way, dated September 23, 1953, from E.D. Richmond, et al, to Sunray Mid-Continent Oil Company, recorded in Volume 297, Page 283, Deed Records, San Patricio County, Texas;
10. Right-of-Way, dated March 16, 1962, from E.D. Richmond, Jr., et al, to the State of Texas, recorded in Volume 276, Page 109, Deed Records, San Patricio County, Texas;
11. Right-of-Way, dated July 3, 1934, from R.K. Coleman to San Patricio County, recorded in Volume 105, Page 497, Deed Records, San Patricio County, Texas;



12. Oil, gas and mineral leases, reservation of mineral interests, pooling arrangements, right-of-way agreements, easements, and mineral deeds affecting the Property and of record in the office of the County Clerk of San Patricio County, Texas.

Barge Dock

Any and all restrictions, covenants, easements, oil, gas and mineral leases, oil, gas and mineral deeds, oil, gas and mineral reservations, rights-of-way, if any, pertaining to the Barge Dock, but only to the extent any of the foregoing are shown of record in the office of the County Clerk of San Patricio County and are still in effect with respect to the Barge Dock, and to all zoning laws, regulations and ordinances of municipal and/or governmental authorities, if any, but only to the extent they are still in effect and relate to the Barge Dock.

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS

*Gracie Alaniz-Gonzales*

Gracie Alaniz-Gonzales, County Clerk  
San Patricio Texas



March 02, 2012 10:19:00 AM

FEE: \$68.00  
DEED

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